

District Court of the United States for said district a libel praying seizure and condemnation of 8 tubs of butter, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by the H. C. Christians Co., from Chicago, Ill., and transported from the State of Illinois into the State of Maryland, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated, in that a substance low in milk fat had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength, and had been substituted wholly or in part for butter, a product which should contain not less than 80 per cent by weight of milk fat as prescribed by the act of March 4, 1923.

On August 9, 1927, the H. C. Christians Co., Chicago, Ill., having appeared as claimant for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, conditioned in part that it not be sold or disposed of until reworked so as to conform with the law.

W. M. JARDINE, *Secretary of Agriculture.*

15431. Adulteration and misbranding of rice bran. U. S. v. Leona Rice Mill. Plea of guilty. Fine, \$150. (F. & D. No. 22521. I. S. Nos. 7441-x, 7442-x, 7444-x, 7458-x, 9206-x, 9207-x.)

On October 4, 1927, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Leona Rice Mill, a corporation, New Orleans, La., alleging shipment by said company, in violation of the food and drugs act, as amended, in various consignments between the dates of January 16, 1926, and April 28, 1926, from the State of Louisiana into the State of Georgia, of quantities of rice bran, which was adulterated and misbranded. The article was labeled in part: (Tag) "100 Pounds Net Leona Rice Mill New Orleans, La. Rice Bran Guaranteed Analysis Protein 11.00 Per Cent, Fat 13.00 Per Cent, Fibre 9.97 Per Cent."

It was alleged in the information that the article was adulterated, in that a product deficient in protein and fat, and which contained added rice hulls and excessive fiber, had been substituted for rice bran, which the said article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Rice Bran Guaranteed Analysis Protein 11.00 Per Cent, Fat 13.00 Per Cent, Fibre 9.97 Per Cent," borne on the tags attached to the sacks containing the article, were false and misleading in that the said statements represented that the article was composed wholly of rice bran, and contained not less than 11 per cent of protein, not less than 13 per cent of fat, and not more than 9.97 per cent of fiber, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was composed wholly of rice bran, and contained not less than 11 per cent of protein, not less than 13 per cent of fat, and not more than 9.97 per cent of fiber; whereas the said article did not consist wholly of rice bran, but did consist in part of added rice hulls, and contained less than 11 per cent of protein, less than 13 per cent of fat, and more than 9.97 per cent of fiber. Misbranding was alleged with respect to a portion of the product for the further reason that the statement "100 Pounds Net," borne on the tags, attached to the sacks containing the said portion, was false and misleading in that the said statement represented that each of the sacks contained 100 pounds net of the article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said sacks contained 100 pounds net of the article, whereas they did not contain 100 pounds net of the article but did contain a less amount. Misbranding was alleged with respect to the said portion of the product for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On October 31, 1927, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$150.

W. M. JARDINE, *Secretary of Agriculture.*